

Pomeroy-Palmer CSD

Prof. Educ. Of Pomeroy-Palmer

7/1/2006 6/30/2007

# **MASTER CONTRACT**

between

Pomeroy-Palmer Community  
School District

and

Professional Educators  
of  
Pomeroy-Palmer

2006-2007

## **ARTICLE I: DEFINITIONS**

1. The term "Board of Employer" as used in this agreement shall mean the Board of Education of the Pomeroy-Palmer Community School District or its duly authorized representative.
2. The term "Employee" as used in this agreement shall mean all professional employees represented by the Professional Educators of Pomeroy-Palmer in the bargaining unit. Included: Professional full-time and regular part-time classroom teachers, librarians, guidance counselors, and developmental reading teachers.
3. The Professional Educators of Pomeroy-Palmer or its duly authorized representative shall represent the bargaining unit as defined in this Professional Agreement.

## **ARTICLE II: GRIEVANCE PROCEDURES**

1. A grievance shall mean only a complaint that there has been an alleged violation, misrepresentation, or misapplication of any of the specific provisions of this Agreement.
2. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures. The failure of the teacher (or, in the event of an appeal to arbitration, the Professional Educators of Pomeroy-Palmer) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement. It is agreed that any investigation or other handling of any grievance by the grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or teaching staff.
3. **STEP 1:**  
An attempt shall be made to resolve any grievance in an informal verbal discussion between the complainant and his or her principal.

### **STEP 2:**

If the grievance cannot be resolved informally, the aggrieved teacher shall file a grievance in writing, and at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of formal, written grievance at the second step must be within ten (10) school days from the date of the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within ten (10) school days after the receipt of the grievance.

### **STEP 3:**

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within (10) school days after such grievance is filed, the aggrieved and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent shall file an answer within ten (10) school days of third-step grievance meeting and communicate it in writing to the teacher and the principal.

#### **STEP 4:**

If the grievance is not resolved satisfactorily at Step 3, the grievant may request that the Association submit his/her grievance to impartial binding arbitration. If the Association determines the grievance to have merit, it may submit in writing a request on behalf of the Association and the grieving teacher to the Superintendent within thirty (30) days of Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given.

If the two parties fail to reach an agreement on an arbitration within (7) days, the American Arbitration Association will be requested by the moving party to provide a panel of seven (7) arbitrators. Each of the two parties will alternatively strike one name from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on all parties. Expenses of the arbitrator service shall be borne equally by the School District and the Association. The arbitrator, in his opinion, shall be amend, modify, nullify, ignore, or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Association, and his decision must be based solely and only upon his interpretation of the meaning of the express relevant language of the agreement.

### **ARTICLE III: MAINTENANCE OF STANDARDS**

Present board policies covered on mandatory topics of negotiations (as defined by Chapter 20 (9) of Iowa Code) shall be changed only through the negotiation process and will be implemented the next school year unless mutually agreed by both parties to be implemented immediately.

### **ARTICLE IV: DUES DEDUCTION**

1. Association dues may be paid through the payroll deduction plan. The teacher has the option of having the dues paid by installment on the 15th. The Secretary of the Board must be notified no later than September 15th if the teacher is to exercise this option.
2. The Association and any individual member agree to indemnify and hold harmless the Board of Education, each individual board member, and all school district administrators against any and all claims, cost, lawsuits, or other forms of liability and all court costs arising out of the application of the provisions in agreement between parties for dues deduction.

### **ARTICLE V: REDUCTION OF STAFF**

1. Coverage:  
All employees under this agreement.
2. Notification:  
On or before March 30, the Superintendent shall issue a preliminary notice to each employee who may be terminated for reason of staff reduction. Such preliminary notice shall only be a plain and brief statement indicating that the possibility of a staff reduction exists and that the employee may be recommended by the Superintendent for termination. On or before April 30, the Superintendent shall issue a notice of recommendation to terminate the affected employee in accordance with Section 279.15, Code of Iowa.

3. Layoff Procedures:

When the Board of Directors deems it necessary to reduce the number of employees as a result of a decline in enrollment, reduction of program, or any other reason, the Superintendent shall attempt to accomplish the reduction through normal turnover and transfer. If the reduction of staff cannot be accomplished by normal turnover and transfer, the following criteria shall be used.

- a) Employees with emergency or temporary certification shall be laid off first unless they are needed to maintain curriculum.
- b) Fully certified and properly endorsed employees with the least amount of seniority shall be laid off secondly. Seniority is defined as "all consecutive years teaching in this school system." This shall be accomplished at the junior/senior high curriculum area. This shall be accomplished at the elementary in the classrooms kindergarten through sixth grades.
- c) In the event that seniority does not determine which employee is to be laid off, years of experience in other school districts will then be the determining factor. The employee with the least total years of experience shall be released.
- d) In the event that seniority and total years in other districts does not determine which employee is to be laid off, training will then be the determining factor. The employee with the least training shall be released. All hours to be considered under this agreement shall be submitted to the Superintendent by January 15.
- e) In the event that seniority and training do not determine which employee is to be laid off, then it will become an administrative decision.
- f) The effective date of layoff shall be the last contracted day on which the employee performs his/her duties for the District.
- g) Recall: Any employee laid off by the terms of this agreement shall be recalled to any vacancy for which the employee is or becomes certified. Recall period will be up to one (1) year.

## **ARTICLE VI: PAID LEAVES AND ABSENCES**

1. Sick Leave:

Sick leave is administered according to State law. You may accumulate up to 120 days in the same system. Teachers who have been in the same system for several years have built up time on the old law. Under the present law you may accumulate sick leave as follows:

1st Year. . . . .	10 days
2nd Year. . . . .	11 days
3rd Year. . . . .	12 days
4th Year. . . . .	13 days
5th Year. . . . .	14 days
6th and subsequent years. . . . .	15 days

The School Board shall, in such instances, require such reasonable evidence as it may desire confirming the necessity for such leaves of absence. Up to 5 sick days may be used for family illness. Any additional days will be at the discretion of the Superintendent. Staff members may contribute up to two days per individual per year in the event of a catastrophic illness. Any individual staff member could benefit from this provision one time only.

2. Professional Leave:

At the beginning of every school year, each employee shall be credited with two (2) days professional leave for attendance at educational meeting (clinics, conferences, other school visitations, workshops, etc.) that are related to individual contract assignment. The employee shall notify his/her principal at least three (3) school days in advance. Additional days may be granted at the discretion of the Superintendent. No more than two (2) employees shall take a professional day at the same time without approval of the Superintendent. These days may accumulate with sick leave days.

3. Personal Leave:

Each employee will be allowed two (2) days without loss of pay each school year for personal leave. This leave shall be used at the discretion of the employee, provided, however, the employee's principal is given two (2) days notice except in cases of emergency. In cases of emergency the Superintendent may waive any or all of the above preconditions. Personal leave shall be non-cumulative. Any employee who does not use their two days of personal leave shall receive \$77.50 per day.

4. Bereavement Leave:

In cases of death of the spouse or child of an employee, the employee shall be granted up to ten (10) school days with pay for attendance of the funeral and for any other matters or purposes directly arising out of said death. In the case of the death of a parent or sibling up to five (5) days, and in the case of the death of any other relative, up to three (3) days leave with pay for attendance of the funeral and for any other matters or purposes directly arising out of said death.

5. Jury Duty:

An employee officially called to perform jury duty during his/her working time shall:

- a) Immediately notify the principal of the receipt of the summons to jury duty.
- b) Furnish the employer with the proper evidence of the number of days and amount of jury duty pay.
- c) Be available to work the remainder of any day in which the employee is not required to perform jury duty.
- d) Be available for work on the first scheduled work day after the period of required jury duty. The School District will pay the employee the difference in compensation received from such jury duty.

6. Unpaid Leaves:

- a) Absence without pay may be authorized by the Superintendent for purposes which the Superintendent deems urgent and necessary. This shall apply to employees who have exhausted their personal and/or professional leave. For such absences, the deduction shall be the amount of a substitute teacher's pay.
- b) The employee shall make application for authorization as far in advance as possible, or if advance application is not possible, then immediately upon return to duty. Length of service, previous record of absence other than for personal illness, and the purpose of the absence shall be factors in the decision as to authorization.
- c) Any absence not heretofore provided for may be excused by the Superintendent, and appropriate deductions in salary shall be made as determined by the Superintendent.

## **ARTICLE VII: HOURS OF WORK**

1. Teachers are to report for duty no later than 8:00 AM and will be free to leave the building at 3:45 PM each night, unless a meeting is scheduled or permission to leave early has been granted by the principal or Superintendent.
2. On Friday and days preceding holidays, teachers may leave when students are out of the building and the buses have departed.
3. Part-time teachers will attend workshops as part of their contracts. Any required workshops in excess of 2 1/2 days for part-time teachers will be paid accordingly.
4. Duty Free Noon Hour:  
All junior and senior high school teachers will be assured twenty (20) minutes and all elementary teachers will be assured twenty (20) minutes of duty free time over the lunch period.

## **ARTICLE VIII: INSURANCE**

1. Participation in insurance group will cost each employee one dollar (\$1.00).
2. The Board of Education will provide each part-time (20 hours per week) and full-time staff, three thousand, six hundred (\$3600) toward single or family health insurance for the 2005-2006 contract year.
3. If a teacher elects not to take the health insurance he/she will receive eight hundred dollars (\$800).

## **ARTICLE IX: WORK YEAR**

1. The work year consists of one hundred ninety (190) days, of which five (5) are paid holidays and five (5) are workshops, conventions, etc. In case of lost days due to snow, tournaments, or some other emergency, a revised calendar for makeup days will be prepared.
2. Paid Holidays:
  - Labor Day
  - Thanksgiving
  - Christmas
  - New Years Day
  - Easter (Good Friday)

## **ARTICLE X: TEACHER EVALUATION**

1. The principal will observe a class presentation. (Once every two years for tenured teachers and two times per year for non-tenured teachers.)
2. A brief conference will be held with the teacher and the principal to discuss the formal presentation.
3. The principal will prepare the written evaluation to be placed in the teacher's file. (A copy will be given to the teacher.)
4. All formal evaluations will be based upon accepted effective teacher practices and will comply with the state and district eight student achievement goals.
5. Informal walk-in observations may occur at any time and will be part of the total evaluation process.
6. The teacher will have the right to respond to their evaluation in writing (written copy attached to the evaluation). The teacher may also hold the right to grieve an evaluation.

## **ARTICLE XI: PHYSICAL EXAMINATIONS**

1. Physical examinations shall be required of all certified personnel upon their initial appointment.
2. After employment, the employee shall have a physical examination as required by state and federal guidelines.
3. All physicals should first be submitted for insurance benefits. The school will pay a maximum of \$30.00 toward any remaining employee cost.
4. An employee whose physical and /or mental health is questionable in the opinion of the administration, shall present upon request a licensed physician's assessment of that person's ability to perform his or her work. The school shall pay for this examination.

## **ARTICLE XII: WAGES AND SALARIES**

1. Schedule:  
The salary of each employee covered by the regular salary schedule is set forth in Schedule A.
2. Placement of Salary Schedule Credit for Experience:  
A teacher hired by the District shall be given credit for each of previous years' teaching experience.
3. Advancement of the Salary Schedule:  
Increments:  
Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum on the schedule of their educational classification has been reached. A year of service consists of employment in the School District for one hundred (100) or more contracted working days in one (1) school year.  
Movement across the Salary Schedule:  
Hours must be graduate hours in the teacher's area or a masters program. Hours must be approved by the Superintendent. Current graduate hours are acceptable if approved by the Superintendent (a teacher may not move more than one column in a given year). Hours must be approved by September 1st to be counted. Employees who move from one column to the next higher column shall move to the corresponding higher step or the higher column.
4. Extra Duties:  
All teachers will be assigned extra duties.
5. Supplemental Duties:  
The salary schedule for each supplemental duty is set forth in Schedule B.
6. Payment Method:
  - a) Pay Period: All employees shall be paid on a twelve (12) month basis, the pay date being the 15th of each month or the last teaching day before the 15th if the 15th falls on Saturday, Sunday or a holiday.
  - b) Employees will receive pay once a month for normal sessions and the remainder when successfully checked out.
  - c) Summer checks shall be mailed to the address designated by the employee.
  - d) Certified employees shall retain the option of taking a reduced salary and having the School District pay health insurance premiums.
  - e) All employees will be paid by direct deposit to the financial institutions of their choice unless the employee has signed a waiver.



### **ARTICLE XIII: NEGOTIATIONS**

1. Accept the release of negotiations news "that consent of both parties" be given before any news concerning negotiations is released to the public.
2. Limit the scope of negotiations to salary and supplemental schedules and insurance for alternating years starting with 1983-1984.
3. Impasse Procedures shall use Statute, i.e. Code of Iowa Chapter 20.

### **ARTICLE XIV: MISCELLANEOUS PROVISIONS**

1. Elementary teacher contracts will state "Elementary and assigned duties," and teachers will be notified as to the grade they teach by June 30th if there is a change.
2. If any grade K-3 has more than thirty (30) students, there will be an aide assigned to help do clerical and reinforcement work.
3. Elementary Aides:  
Teachers may recommend or express a need for an aide but the final decision will rest with the Superintendent.

### **ARTICLE XV: VOLUNTARY EARLY RETIREMENT POLICY**

See Board Policy No. 427

Salary Schedule 06-07

Base board pro Step	22000	22000	22000	22000	22000	22000
	BA	BA10	BA20	BA30	MA	MA15
0	1	1.03	1.07	1.11	1.15	1.2
	22000	22660	23540	24420	25300	26400
1	1.03	1.06	1.1	1.14	1.18	1.23
	22660	23320	24200	25080	25960	27060
2	1.06	1.09	1.13	1.17	1.21	1.26
	23320	23980	24860	25740	26620	27720
3	1.1	1.13	1.17	1.21	1.25	1.3
	24200	24860	25740	26620	27500	28600
4	1.14	1.17	1.21	1.25	1.29	1.34
	25080	25740	26620	27500	28380	29480
5	1.18	1.21	1.25	1.29	1.33	1.38
	25960	26620	27500	28380	29260	30360
6	1.22	1.25	1.29	1.33	1.37	1.42
	26840	27500	28380	29260	30140	31240
7	1.26	1.29	1.33	1.37	1.41	1.46
	27720	28380	29260	30140	31020	32120
8	1.3	1.33	1.37	1.41	1.45	1.5
	28600	29260	30140	31020	31900	33000
9	1.35	1.38	1.42	1.46	1.5	1.55
	29700	30360	31240	32120	33000	34100
10	1.4	1.43	1.47	1.51	1.55	1.6
	30800	31460	32340	33220	34100	35200
11	1.45	1.485	1.525	1.565	1.605	1.655
	31900	32670	33550	34430	35310	36410
12	1.5	1.535	1.58	1.62	1.66	1.71
	33000	33770	34760	35640	36520	37620
13	1.55	1.585	1.63	1.675	1.715	1.765
	34100	34870	35860	36850	37730	38830
14	1.6	1.635	1.68	1.73	1.775	1.82
	35200	35970	36960	38060	39050	40040
15	1.625	1.685	1.73	1.775	1.82	1.87
	35750	37070	38060	39050	40040	41140
16	1.65	1.71	1.78	1.825	1.87	1.92
	36300	37620	39160	40150	41140	42240
17	1.675	1.735	1.805	1.875	1.92	1.97
	36850	38170	39710	41250	42240	43340
18		1.76	1.83	1.9	1.97	2.02
		38720	40260	41800	43340	44440
19			1.855	1.925	1.995	2.045
			40810	42350	43890	44990
20				1.95	2.02	2.07
				42900	44440	45540
21					2.045	2.095
					44990	46090

For 06-07: 3% of base increase for first year teachers, state minimum for 1st and 3rd year teachers, \$1200 minimum end of step increase, \$1000 minimum increase for all others  
Revised supplementary schedule